



# City of Flagstaff

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August 3, 2016

Robert W. Johnson  
Interim Executive Director  
Arizona Power Authority  
1810 West Adams Street  
Phoenix, Arizona 85007-2697

RE: Arizona Power Authority – Power Sales Contract – Opinion as to Validity

Dear Mr. Johnson:

As required by the Arizona Power Authority – Power Sales Contract; Section 30. Opinion as to Validity, the City of Flagstaff (“Customer”) provides the following:

(a) The Customer is a political subdivision duly created and validly existing pursuant to the Constitution and statutes of the State of Arizona.

(b) The Customer has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The resolution authorizing or causing the execution and delivery of the Contract has been duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and such meeting was called pursuant to A.R.S. § 38-431.02 and City of Flagstaff City Charter, Article VII.

(d) The governing body of the Customer duly approved this Contract and its execution and delivery on behalf of the Customer or otherwise provided for its approval and execution; this Contract has been duly authorized, executed and delivered by the Customer; and, assuming that the Authority has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and general principles of equity. No opinion need be rendered as to the availability of any particular remedy.



(e) The execution and delivery of this Contract by the Customer, the performance by the Customer of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Customer is a party or by which it or its property is bound.

(f) Other than the issuance of a power purchase certificate by the Authority or approval of transmission arrangements by the Authority, all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Customer in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Customer or the validity, legality or enforceability of this Contract.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Sterling T. Solomon".

Sterling T. Solomon  
Flagstaff City Attorney